

Remarks

This Amendment is responsive to the Office Action dated May 12, 2005. Claims 1-8 remain for consideration.

1. We agree that claims are to be given "their broadest reasonable interpretation in light of the supporting disclosure."

2,3,4. Claims 1-8 are again rejected as anticipated by Chawla. The rejection might as well have been made as "anticipated by page 1, lines 8-16 of applicant's disclosure".

THE WORDS OF THE CLAIM MUST BE GIVEN THEIR 'PLAIN MEANING....' (MPEP 2111.01 I) "' PLAIN MEANING' REFERS TO THE ORDINARY AND CUSTOMARY MEANING GIVEN TO THE TERM BY THOSE OF ORDINARY SKILL IN THE ART.... The ordinary and customary meaning of a term may be evidenced by a variety of sources...including: ...dictionaries...and the written description; the drawings, and the prosecution history." (MPEP 2111.01 II).

In paragraph 1 of the "Response to Arguments" in this Office Action, it is queried "Where is it stated in the specification that 'opening/openings' are to be interpreted as such?" It is not so stated anywhere in the specification: it says so in at least two dictionaries. Paragraph 2 of the "Response to Arguments" states "Dictionary.com defines an opening as 1. affording unobstructed entrance and exit; not shut or closed." The problem is, the definitions recited in the Office Action is for the word "open", and not for the word "opening". The definitions of the word "opening" is about three or four screens below the definitions recited in the Office Action. In those definitions, only definitions 2 and 3 have any applicability to the present application. Definition 3 is precisely the same as that quoted in a previous response from the Merriam-Webster Collegiate Dictionary. Definition 2 is "An open space serving as a passage or gap." This certainly does not equate to the blisters of Chawla.

Applicant still believes that "reasonable interpretation in light of the supporting disclosure" (as stated in paragraph 1 of this rejection) prohibits the

interpretation of claims 1 and 5 to include the blisters of Chawla. The foregoing is here presented to support Applicant's current contention that the claims as filed were patentable over Chawla, while at the same time, Applicant is willing to make the claims more explicit to further the prosecution.

For all the foregoing reasons, entry of the amendments to claims 1 and 5 is requested. The amendments to claims 1 and 5 do not alter the claimed subject matter. The amendments to claims 1 and 5 make it impossible for the claims to be construed other than "in the light of the supporting disclosure".

These amendments do not necessitate further search nor permit a final rejection. The reason is simply that there is no interpretation of the definitions of "opening" and "openings" in any dictionary which could include blisters and is "reasonable...in light of the supporting disclosure".

The first full "sentence" on page 3 of the previous Office Action has no verb. What is "a front face defined by the top of member"? The distinction between the claimed subject matter and Chawla is that the member 2 of Chawla does not have any openings therein but instead extends contiguously throughout the blisters 3.

The Office cannot first construe Chawla's member 2 as the "frame" of claims 1 and 5, and his blisters 3 as the "openings", and then construe any of Chawla's elements 6, 7 or 9 as "retainers...extending outwardly of said front face" (of the frame), because 6, 7 or 9 of Chawla extend from the blisters 3 of Chawla, which the Office has construed as "openings"; Chawla's elements 6, 7 or 9 do not extend from the front face of Chawla's member 2. This point was not referred to in the "Response to Arguments" beginning on page 3 of the current rejection. For anticipation, the reference must "teach every element of the claims" (MPEP 2131). Chawla does not have "a plurality of retainers, each extending outwardly from said front face (of the frame) adjacent to an edge of each side of each one or more of said openings", as called for in claims 1 and 5. Instead, the "sealing surfaces 6" extend from the sides of the blister, which the rejection defines as "openings" The "shoulders 7" in Fig. 1 are "formed on opposite sides of each blister 3", which the

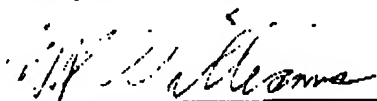
rejection has construed to be the openings. The "Tapered projections 9" are "formed in the walls of each blister 3", which the rejection has construed as the openings. This is an inconsistent and therefore impermissible pair of constructions.

The Office also cannot construe Chawla's member 2 as the "frame" and his blisters 3 as the "openings" of claims 1 and 5 because claims 1 and 5 require "restraining said product within the openings of said frame and in front of said frame...." If the blisters are the openings in the frame, then product in the blisters is not in front of the frame, but behind it!

As for claims 7 and 8, claim 7 requires "openings...shaped to accommodate the passage of said product therethrough...." The capsules 4 of Chawla do not pass through the blisters 3 of Chawla. Therefore, Chawla does not anticipate claims 7 and 8.

Should any part of the foregoing be deemed to not be fully responsive, and should claims 1-8, in view of the amendments to claims 1 and 5, not be deemed allowable, a telephone call is earnestly solicited.

Respectfully submitted,



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